

EXHIBIT D
(Letter Agreement)



July 13, 2015

Omnis Mineral Technologies, LLC
3757 State Street
Santa Barbara, California 93105
Attention: Simon Hodson

Re: Loan to Omnis Mineral Technologies, LLC ("Omnis")

Dear Simon:

This letter is intended to memorialize the agreement between Omnis and Hendricks Resources Limited ("HRL") with respect to an additional loan that HRL will provide to Omnis in the amount of \$1,000,000 (the "New Loan"). HRL will loan to Omnis \$1,000,000 in immediately available funds on the following schedule: \$635,000 on July 14, 2015, \$150,000 on July 28, 2015 and \$215,000 on August 10, 2015 subject to the following terms and conditions:

1. Omnis shall use the funds that HRL loans to Omnis only for the construction of the pilot plant in Santa Barbara, California.
2. Omnis shall repay the New Loan in full by no later than December 31, 2015. The other \$2,000,000 loan that HRL previously provided to Omnis will remain in effect and repaid in accordance with its terms as set forth in the promissory note issued by Omnis to HRL and dated March 29, 2015, as amended and the loan agreement between the parties dated March 29, 2015, as amended (the "Loan Agreement").
3. The exclusivity clause in the Loan Agreement is hereby extended until the third anniversary of the date of this letter agreement. In addition, the parties acknowledge and agree that the exclusivity clause in the Loan Agreement covers any rights, opportunities and projects of Omnis, CAST Americas, LLC ("CAST"), Carnegie Hudson Resources, LLC ("CHR"), or any other party set forth or contemplated in that certain license termination agreement dated May 6, 2015 (the "License Termination Agreement") or any other agreement, and the License Termination Agreement or any other agreement shall not affect HRL's rights granted in the Loan Agreement in any way. Omnis shall take no action that would violate HRL's rights granted in the exclusivity clause of the Loan Agreement, including, without limitation, any actions related to or arising from the License Termination Agreement and shall cause CAST and CHR to not take any action that could result in HRL's rights set forth in the exclusivity clause of the Loan Agreement to be impaired or violated.
4. Omnis hereby represents and warrants that all of its representations and warranties set forth in the Loan Agreement are true and correct as of the date of this letter agreement.
5. Omnis further represents and warrants that no agreement or understanding with any entity or person, whether related to the CAST/Greenfields joint venture project or otherwise, is or will be in contravention of, in conflict with, or adversely affect the rights of HRL or any of its affiliates under any agreements that HRL or any of its affiliates has in place with Omnis or any of its affiliates, including CAST.
6. Omnis shall not (and shall cause its affiliates, including CAST, to not) transfer or license any intellectual property rights related to the Technology (as that term has been defined in the various agreements between Omnis (and/or its



affiliates) and HRL (and/or its affiliates)) to any other party, unless that party is bound by, and acknowledges to HRL, the rights of HRL and its affiliates, in all agreements between Omnis (and/or its affiliates, including CAST) and HRL (and/or its affiliates), and such transfer or license is not to the commercial detriment of HRL (and/or its affiliates).

7. Omnis shall not (and shall cause its affiliates, including CAST, to not) enter into any agreement or understanding in the future that is in conflict with the rights of HRL and/or its affiliates under the various agreements between HRL (and/or its affiliates) and Omnis (and/or its affiliates including CAST).

This letter agreement shall be deemed to be an amendment to the Loan Agreement and together with the Loan Agreement, the promissory note and all other prior amendments to the Loan Agreement and promissory note constitute the entire agreement of the parties and supersede all prior agreements and understandings regarding loans that HRL has made or makes to Omnis. Waiver of the benefit of any provision of this letter agreement must be in writing and signed by the party against whom enforcement is sought to be effective. The waiver by any party of a breach of any provision of this letter agreement will not operate or be construed as a waiver of any subsequent breach. A failure by a party to insist upon strict compliance with any term of this letter agreement, enforce any right or seek any remedy upon any breach of any other party will not affect, or constitute a waiver of, that party's right to insist upon strict compliance, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous or subsequent default. The parties may not amend or modify this letter agreement, except by the written agreement of each party. This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. This letter agreement shall in all respects, except as set forth in the proviso, be governed by the internal law of the State of New York as to all matters of construction, validity and performance, without regard to conflicts of law principles, except Title 14 of Article 5 of the New York General Obligations Law.

If you are in agreement with the above terms please acknowledge by executing below.

HENDRICKS RESOURCES LIMITED

By: G.A.McIntyre

Julian McIntyre, Director

ACKNOWLEDGED AND AGREED TO BY:

OMNIS MINERAL TECHNOLOGIES, LLC

By: [Signature]

Print Name: Simon Hodson

Title: Chief Executive Officer